



1 BILL NO. S-80-11- 24

2 SPECIAL ORDINANCE NO. S- 06-81

3  
4 AN ORDINANCE approving an Agreement to  
5 Lease between the City of Fort Wayne,  
6 Indiana, and Air Wisconsin, Inc.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,  
8 INDIANA:

9 SECTION 1. That a certain Agreement dated November 18, 1980,  
10 between the City of Fort Wayne, Indiana, by and through its Mayor and the  
11 Board of Aviation Commissioners and Air Wisconsin, Inc., for:


12 lease of hanger, shop and service  
13 office facilities to maintain aircraft

14 cost to be off-set by lease rental, all as more particularly set forth in  
15 said Agreement which is on file in the Office of the Board of Aviation  
16 Commissioners and is by reference incorporated herein and made a part  
17 hereof, be and the same is in all things hereby ratified, confirmed and  
18 approved.

19 SECTION 2. That this Ordinance shall be in full force and ef-  
20 fect from and after its passage and approval by the Mayor.

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22   
23 COUNCILMAN

24  
25 APPROVED AS TO FORM AND  
26 LEGALITY NOVEMBER 20, 1980.

27   
28 JOHN E. HOFFMAN, City Attorney  
29  
30  
31  
32

Read the first time in full and on motion by Stier, seconded by Quinta, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City County Building, Fort Wayne, Indiana, on 11-25-80, the 25th day of November, 1980, at 6 o'clock P. M., E.S.T.

DATE: 11-25-80

Charles W. Westerman  
CHARLES W. WESTERMAN  
CITY CLERK

Read the third time in full and on motion by Quinta, seconded by Stier, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	<u>      </u>	<u>      </u>	<u>1</u>	<u>      </u>
BURNS	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
EISBART	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
GiaQUINTA	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
NUCKOLS	<u>      </u>	<u>      </u>	<u>      </u>	<u>X</u>	<u>      </u>
SCHMIDT, D.	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
SCHMIDT, V.	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
SCHOMBURG	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
STIER	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
TALARICO	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

DATE: 1-23-81

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-06-81 on the 12th day of January, 1981.

ATTEST:  
Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)  
James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of January, 1981, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 15th day of Jan. 1981, at the hour of 11 o'clock A. M., E.S.T.

Winfield C. Moses, Jr.  
WINFIELD C. MOSES, JR.  
MAYOR

BILL NO. S-80-11-24

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN  
ORDINANCE approving an Agreement to lease between the City of  
Fort Wayne, Indiana, and Air Wisconsin, Inc.

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do. PASS.

JAMES S. STIER, CHAIRMAN

MARK GIAQUINTA, VICE CHAIRMAN

BEN EISBART

PAUL M. BURNS

DONALD J. SCHMIDT

CONCURRED IN

DATE 1/13/81 CHARLES W. WESTERMAN, CITY CLERK

AGREEMENT TO LEASE

WHEREAS, Air Wisconsin, Inc. is now supplying air service to the City of Fort Wayne and has requested the Fort Wayne Board of Aviation Commissioners to construct and lease to it hangar, shop and service office facilities necessary to maintain its aircraft;

WHEREAS, Schenkel and Schultz, Inc. have prepared preliminary drawings for said facilities together with area estimates providing for said facilities on a rectangular site 450 sq. ft. located on the West side of the Baer Field Airport, all as set forth in drawings by said architects marked Exhibit A, summary of areas marked Exhibit B and site plan and description marked Exhibit C which are attached hereto;

WHEREAS, representatives of the City have agreed to form Baer Field Building Corporation, a not-for-profit Indiana Corporation, for the purpose of having said corporation acquire said site from the Airport and construct said facilities thereon, and then lease the completed site and facilities to the City for a term of twenty (20) years at a rental equal to the amortized cost of said facilities and the financing thereof to said corporation over said term pursuant to Indiana Statutes I.C. 18-5-3.3-1, et seq.

WHEREAS, the Board of Aviation Commissioners proposes to sub-lease said completed site and facilities to Air Wisconsin, Inc. on a net net lease basis at a rental equal to the amortized rental payable by the City to Baer Field Building Corporation;

WHEREAS, it has been estimated that the cost of said facilities will be approximately 2.3 million dollars plus additional costs for site, engineering, construction interest, administrative expense and bond cost and interest to finance the same and that the estimated amortized monthly rental payments necessary to repay said cost over a period of twenty (20) years will be approximately \$22,000.00 to \$25,000.00 per month.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That Air Wisconsin, Inc. will enter into a net net lease for the rental of said facilities from the Fort Wayne Board of Aviation Commissioners for a term of ten (10) years beginning on the date of completion of said facilities, with an option for an additional term of ten (10) years upon the

same terms, at a monthly rental equal to the amortized monthly rental payable by the City of Fort Wayne to the Baer Field Building Corporation for the amortized cost of said facilities payable over a term of twenty (20) years.

2. That said lease will be executed as soon as the lease rental for said facilities between the City of Fort Wayne and Baer Field Building Corporation is determined, and said lease shall be upon the same general lease terms except for the lease term.

3. That said lease shall provide in particular that in addition to the payment of the monthly rental that Air Wisconsin, Inc. shall pay all costs and charges for the maintenance and use of the property during the lease term, including:

- (a) All structural and maintenance repairs;
- (b) Fire and extended coverage insurance for the replacement cost of said facilities and liability insurance;
- (c) Any Barrett Law or improvement assessments:

and shall indemnify the City against any claims or loss it may sustain out of its rental and use of said facilities.

4. In the event of fire or other casualty during the lease term, the leased premises shall be promptly rebuilt by Air Wisconsin, Inc. (except by mutual consent of both parties), and there shall be no abatement of the rental during the lease term.

5. In consideration of said covenants of Air Wisconsin, Inc. the City shall forthwith employ Schenkel and Schultz, Inc. to proceed with the completion of plans for said facilities and upon the securing of satisfactory construction bids and bond bid financing costs, the City shall enter into a final lease agreement for the construction of said facilities with Baer Field Building Corporation and the sub-lease of said completed facilities to Air Wisconsin, Inc. as provided herein.

6. It is further understood and agreed that in the event the final construction costs and/or bond bid financing costs are so excessive as to create an unreasonable monthly rental, that Air Wisconsin, Inc. may then terminate this agreement and refuse to enter into a sub-lease of said facilities from the City, provided it shall first repay to the City and to Baer Field Building Corporation all of their costs incurred and chargeable to the project to the date of termination and in settlement thereof, including interest at the then

current bank prime rate on funds advanced or expended until so repaid.

Dated this \_\_\_\_\_ day of November, 1980.

CITY OF FORT WAYNE

BY: \_\_\_\_\_  
WIN C. MOSES, JR., its Mayor

BY: \_\_\_\_\_  
CHARLES W. WESTERMAN, its Clerk

BOARD OF AVIATION COMMISSIONERS

BY: \_\_\_\_\_  
HERBERT J. WEBER

BY: \_\_\_\_\_  
RICHARD T. DOERMER

BY: \_\_\_\_\_  
GEORGE B. FARNSWORTH

BY: \_\_\_\_\_  
GERALD D. HELLER

AIR WISCONSIN, INC.

BY: \_\_\_\_\_  
P.H. WILBORNE, its President

ATTEST:

\_\_\_\_\_  
KATHY COMINS, its Secretary

APPROVED AS TO FORM AND  
LEGALITY NOVEMBER 21, 1980.

\_\_\_\_\_  
JOHN E. HOFFMAN, City Attorney

*App'd by Aviation Board 11/18/80*  
*app'd by Wilbourn 11/18/80*

AGREEMENT TO LEASE

WHEREAS, Air Wisconsin, Inc. is now supplying air service to the City of Fort Wayne and has requested the Fort Wayne Board of Aviation Commissioners to construct and lease to it hangar, shop and service office facilities necessary to maintain its aircraft;

WHEREAS, Schenkel and Schultz, Inc. have prepared preliminary drawings for said facilities together with area estimates providing for said facilities on a rectangular site 450 sq. ft. located on the West side of the Baer Field Airport, all as set forth in drawings by said architects marked Exhibit A, summary of areas marked Exhibit B and site plan and description marked Exhibit C which are attached hereto;

WHEREAS, representatives of the City have agreed to form Baer Field Building Corporation, a not-for-profit Indiana Corporation, for the purpose of having said corporation acquire said site from the Airport and construct said facilities thereon, and then lease the completed site and facilities to the City for a term of twenty (20) years at a rental equal to the amortized cost of said facilities and the financing thereof to said corporation over said term pursuant to Indiana Statutes I.C. 18-5-3.3-1, et seq.

WHEREAS, the Board of Aviation Commissioners proposes to sub-lease said completed site and facilities to Air Wisconsin, Inc. on a net net lease basis at a rental equal to the amortized rental payable by the City to Baer Field Building Corporation;

WHEREAS, it has been estimated that the cost of said facilities will be approximately 2.3 million dollars plus additional costs for site, engineering, construction interest, administrative expense and bond cost and interest to finance the same and that the estimated amortized monthly rental payments necessary to repay said cost over a period of twenty (20) years will be approximately \$22,000.00 to \$25,000.00 per month.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That Air Wisconsin, Inc. will enter into a net net lease for the rental of said facilities from the Fort Wayne Board of Aviation Commissioners for a term of ten (10) years beginning on the date of completion of said facilities, with an option for an additional term of ten (10) years upon the

same terms, at a monthly rental equal to the amortized monthly rental payable by the City of Fort Wayne to the Baer Field Building Corporation for the amortized cost of said facilities payable over a term of twenty (20) years.

2. That said lease will be executed as soon as the lease rental for said facilities between the City of Fort Wayne and Baer Field Building Corporation is determined, and said lease shall be upon the same general lease terms except for the lease term.

3. That said lease shall provide in particular that in addition to the payment of the monthly rental that Air Wisconsin, Inc. shall pay all costs and charges for the maintenance and use of the property during the lease term, including:

- (a) All structural and maintenance repairs;
- (b) Fire and extended coverage insurance for the replacement cost of said facilities and liability insurance;
- (c) Any Barrett Law or improvement assessments:

and shall indemnify the City against any claims or loss it may sustain out of its rental and use of said facilities.

4. In the event of fire or other casualty during the lease term, the leased premises shall be promptly rebuilt by Air Wisconsin, Inc. (except by mutual consent of both parties), and there shall be no abatement of the rental during the lease term.

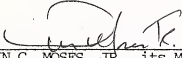
5. In consideration of said covenants of Air Wisconsin, Inc. the City shall forthwith employ Schenkel and Schultz, Inc. to proceed with the completion of plans for said facilities and upon the securing of satisfactory construction bids and bond bid financing costs, the City shall enter into a final lease agreement for the construction of said facilities with Baer Field Building Corporation and the sub-lease of said completed facilities to Air Wisconsin, Inc. as provided herein.

6. It is further understood and agreed that in the event the final construction costs and/or bond bid financing costs are so excessive as to create an unreasonable monthly rental, that Air Wisconsin, Inc. may then terminate this agreement and refuse to enter into a sub-lease of said facilities from the City, provided it shall first repay to the City and to Baer Field Building Corporation all of their costs incurred and chargeable to the project to the date of termination and in settlement thereof, including interest at the then

current bank prime rate on funds advanced or expended until so repaid.

Dated this 18 day of November, 1980.

CITY OF FORT WAYNE

BY:   
WIN C. MOSES, JR., its Mayor

BY: \_\_\_\_\_  
CHARLES W. WESTERMAN, its Clerk

BOARD OF AVIATION COMMISSIONERS

BY: \_\_\_\_\_  
HERBERT J. WEBER

BY: \_\_\_\_\_  
RICHARD T. DOERMER

BY: \_\_\_\_\_  
GEORGE B. FARNSWORTH

BY: \_\_\_\_\_  
GERALD D. HELLER

AIR WISCONSIN, INC.

BY: \_\_\_\_\_  
P.H. WILBORNE, its President

ATTEST:

\_\_\_\_\_  
KATHY COMINS, its Secretary



## THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

law department

December 9, 1980

TO: PRESIDENT VIVIAN SCHMIDT  
AND MEMBERS OF THE COUNCIL

PLEASE HOLD UNTIL FURTHER NOTICE BILL NO. R-80-11-32 AND  
BILL NO. S-80-11-24.

JOHN E. HOFFMAN  
City Attorney

1-13-81.

To Be brought out for action at the  
request of City Attorney - per conversation with  
Law Secretary

AGREEMENT TO LEASE

WHEREAS, Air Wisconsin, Inc. is now supplying air service to the City of Port Wayne and has requested the Port Wayne Board of Aviation Commissioners to construct and lease to it hangar, shop and service office facilities necessary to maintain its aircraft;

WHEREAS, Schenkel and Schultz, Inc. have prepared preliminary drawings for said facilities together with area estimates providing for said facilities on a 450 ft. sq. site located on the West side of the Baer Field Airport, all as set forth in drawings by said architects marked Exhibit A, summary of areas marked Exhibit B and site plan and description marked Exhibit C which are attached hereto;

WHEREAS, representatives of the City have agreed to form Baer Field Building Corporation, a not-for-profit Indiana Corporation, for the purpose of having said corporation acquire said site from the Airport and construct said facilities thereon, and then lease the completed site and facilities to the City for a term of twenty (20) years at a rental equal to the amortized cost of said facilities and the financing thereof to said corporation over said term pursuant to Indiana Statutes I.C. 18-5-3.3-1, et seq.

WHEREAS, the Board of Aviation Commissioners proposes to sub-lease said completed site and facilities to Air Wisconsin, Inc. on a net net lease basis at a rental equal to the amortized rental payable by the City to Baer Field Building Corporation;

WHEREAS, it has been estimated that the cost of said facilities will be approximately 2.6 million dollars including costs for site, engineering, construction interest, administrative expense and bond cost and interest to finance the same and that the estimated amortized monthly rental payments necessary to repay said cost over a period of twenty (20) years will not exceed \$25,200.00 per month.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. That Air Wisconsin, Inc. will enter into a net net lease for the rental of said facilities from the Port Wayne Board of Aviation Commissioners for a term of ten (10) years beginning on the date of completion of said facilities, with an option for an additional term of ten (10) years upon the

same terms, at a monthly rental equal to the amortized monthly rental payable by the City of Fort Wayne to the Baer Field Building Corporation for the amortized cost of said facilities payable over a term of twenty (20) years.

2. That said lease will be executed as soon as the lease rental for said facilities between the City of Fort Wayne and Baer Field Building Corporation is determined, and said lease shall be upon the same general lease terms except for the lease term.

3. That said lease shall provide in particular that in addition to the payment of the monthly rental that Air Wisconsin, Inc. shall pay all costs and charges for the maintenance and use of the property during the lease term, including:

- (a) All structural and maintenance repairs;
- (b) Fire and extended coverage insurance for the replacement cost of said facilities and liability insurance;
- (c) Deleted

4. In the event of fire or other casualty during the lease term, the leased premises shall be promptly rebuilt by Air Wisconsin, Inc. (except by mutual consent of both parties), and there shall be no abatement of the rental during the lease term.

5. In consideration of said covenants of Air Wisconsin, Inc. the City shall forthwith employ Schenkel and Schultz, Inc. to proceed with the completion of plans for said facilities and upon the securing of satisfactory construction bids and bond bid financing costs, the City shall enter into a final lease agreement for the construction of said facilities with Baer Field Building Corporation and the sub-lease of said completed facilities to Air Wisconsin, Inc. as provided herein.

6. It is agreed by the parties that Air Wisconsin Inc., prior to obligating itself to any cost shall be provided with accurate cost figures for the hanger and shop structure herein contemplated. It is further understood and agreed that in the event the final costs are so excessive as to create an unreasonable monthly rental, that Air Wisconsin Inc., may then terminate this agreement and refuse to enter into a sub-lease of said facilities from the City, provided it shall first repay to the City all of their costs incurred

not to exceed \$70,000.

Dated this 18 day of November, 1980.

CITY OF FORT WAYNE

BY: 

WIN C. MOSES, JR., its Mayor

BY: 

CHARLES W. WESTERMAN, its Clerk

BOARD OF AVIATION COMMISSIONERS

BY: 

HERBERT J. WEBER

BY: 

RICHARD T. DOERMER

BY: 

GEORGE E. FARNSWORTH

BY: 


GERALD D. HELLER

AIR WISCONSIN, INC.

BY: 

F.H. WILBORNE, its President

ATTEST:

  
KATHY COMINS, its Secretary

RESOLUTION FOR AIR WISCONSIN, INC.

SPECIAL BOARD MEETING


FORT WAYNE, IN.

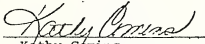
DEC 03, 1980

"RESOLVED, that the Officers of the Company are hereby authorized to enter into an "Agreement to Lease" as submitted to the Board, (copy attached) FURTHER RESOLVED, that the plans will be reviewed by Air Wisconsin, Inc. before being put out for bid."

AIR WISCONSIN, INC.

(Corporate Seal)

  
P. H. Wilbourne  
President & CEO

  
Kathy Comins  
Corporate Secretary

State of Wisconsin

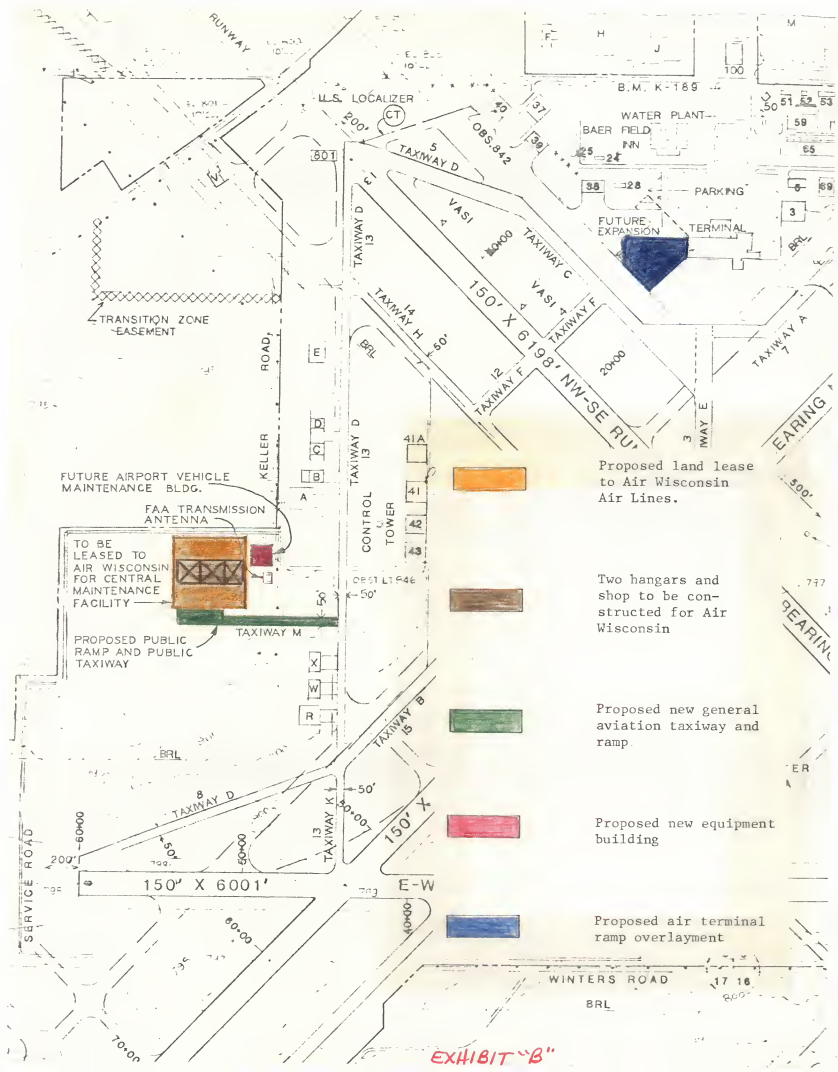
County of Outagamie

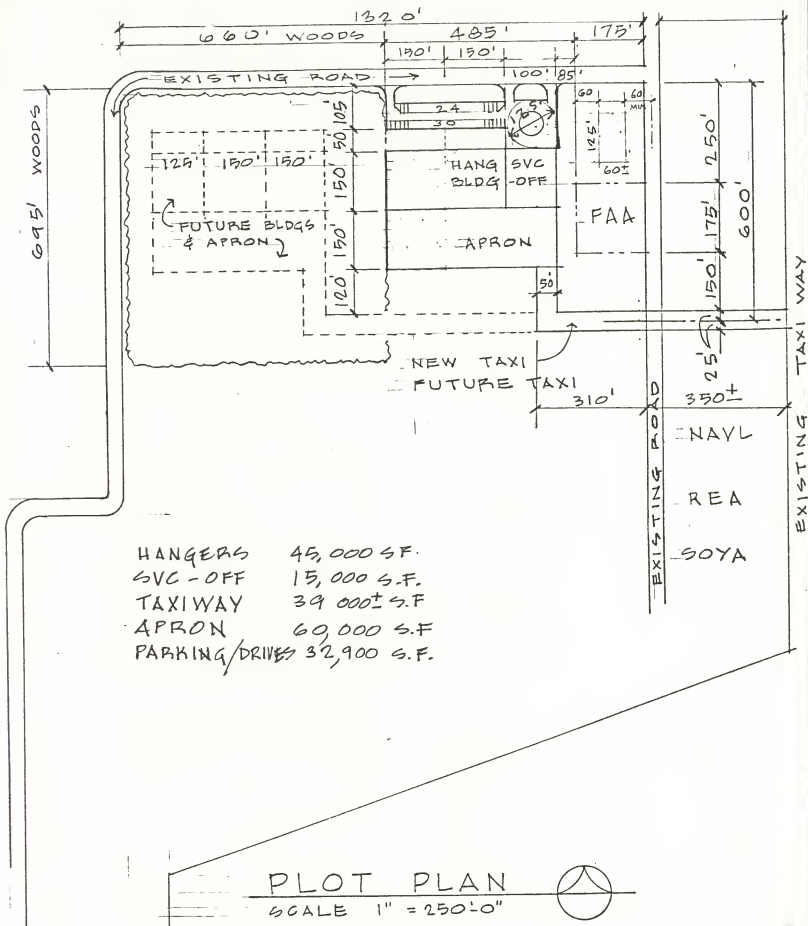
On this 9 day of Dec., 1980 the above P. H. Wilbourne

and Kathy Comins appeared before me.

  
Notary Public







BD. OF AVIATION CONTROL - AIR WISCONSIN

11-4-80

EXHIBIT "C"

COMM. NO. 80133

Admn. Appr. \_\_\_\_\_

DIGEST SHEETTITLE OF ORDINANCE SpecialL-80-11-24DEPARTMENT REQUESTING ORDINANCE Board of Aviation CommissionersSYNOPSIS OF ORDINANCE Approval of an Agreement to Lease between the City ofFort Wayne, Indiana, and Air Wisconsin, Inc. (a hanger, shop and serviceoffice facilities to maintain aircraft)EFFECT OF PASSAGE Construction of hanger, shop and service office facilities.EFFECT OF NON-PASSAGE None of the above.MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to be off-set bylease rental.

ASSIGNED TO COMMITTEE (PRESIDENT) \_\_\_\_\_